



## AMERICAN HERITAGE LIFE INSURANCE COMPANY

HOME OFFICE:  
1776 AMERICAN HERITAGE LIFE DRIVE  
JACKSONVILLE, FLORIDA 32224-6687  
(904) 992-1776

A Stock Company

### GROUP HOSPITAL INDEMNITY INSURANCE POLICY NON-PARTICIPATING

American Heritage Life Insurance Company (referred to as we, us, or our) will provide benefits under this policy. We make this promise subject to all of the provisions of this policy.

The policyholder should read this policy carefully and contact us promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction and consists of:

1. all policy provisions and any amendments and/or attachments issued; and
2. the policyholder's signed application.

This policy may be changed in whole or in part. The approval must be in writing, signed by one of our executive officers and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for American Heritage Life Insurance Company at its Home Office in Jacksonville, Florida on the policy effective date.

#### NOTICE OF TEN (10) DAY RIGHT TO EXAMINE POLICY

You may, within 10 days after receipt of this policy, return it to us or to our agent, if after examination of the policy, you are not satisfied for any reason. Upon such return of the policy, it will be void as of the effective date; any premium paid will be refunded.

A handwritten signature in black ink that reads "Gary Stewart".

Secretary

A handwritten signature in black ink that reads "Gregory J. Seidos".

President

*Cheryl Benson*

Registrar

**THIS IS A GROUP HOSPITAL INDEMNITY ONLY POLICY WHICH PROVIDES  
LIMITED BENEFITS AS STATED OR OTHER BENEFITS SPECIFICALLY  
DESCRIBED WITHIN THIS POLICY**

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**GROUP HOSPITAL INDEMNITY POLICY SPECIFICATIONS**

**POLICYHOLDER:** RUBY TUESDAY, INC.

**POLICY NUMBER:** GROUP 18430

**POLICY EFFECTIVE DATE:** January 1, 2014

**POLICY ANNIVERSARY DATE:** January 1, 2015 and the first day of January each calendar year thereafter.

**GOVERNING JURISDICTION:** the state of Tennessee and subject to the laws of that jurisdiction.

**ELIGIBLE CLASS(ES):** All active employees age 18 or older who are working under 30 hours per week, excluding employees who are insured under any individual hospital indemnity policy through American Heritage Life Insurance Company.

**WAITING PERIOD:** None

**BENEFITS:** See page 3A

**OPTIONAL BENEFITS:**

	ABLOW PLAN	ABHIGH PLAN
Outpatient Diagnostic X-ray and Laboratory Benefit	\$75 per test	\$100 per test
Wellness and Preventive Test Benefit	\$150 per test	\$200 per test

**INITIAL RATE:** Monthly rate per employee for:

	ABLOW	ABHIGH
Individual	\$ 91.51	\$135.36
Individual & Spouse	\$176.57	\$261.05
Individual & Children	\$154.62	\$226.07
Family	\$237.17	\$348.40
PPO Fee	\$ 4.34	\$ 4.34

**RATE GUARANTEE DATE:** 01/01/2015

**PREMIUM DUE:** 01/01/2014 and the first day of each calendar month thereafter.

The policyholder must send all premiums on or before the premium due date to us. The premium must be paid in United States dollars.

**COST OF COVERAGE:**

The employee pays the cost of coverage.

**DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES:**

These are the policyholder's divisions, subsidiaries, or affiliates listed below. The policyholder may act for and on behalf of any and all of these in all matters that pertain to this policy. Every act done by, agreement made with, or notice given to the policyholder will be binding on them.

**Name**

None

**Location (City and State)**

**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
**SEE BENEFIT INFORMATION PROVISION FOR DETAILS**

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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 1</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,000 BENEFIT	\$1,250 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$400 PER DAY	\$500 PER DAY
C. HOSPITAL INTENSIVE CARE	\$400 PER DAY	\$500 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$75 PER DAY	\$100 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$750 PER OCCURRENCE	\$1,000 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$75 PER VISIT	\$100 PER VISIT
I. AT HOME NURSING	\$150 PER DAY	\$200 PER DAY
J. AMBULANCE	\$450 PER TRIP	\$600 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$450 PER ROUND TRIP	\$600 PER ROUND TRIP

**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 2</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,050 BENEFIT	\$1,312.50 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$420 PER DAY	\$525 PER DAY
C. HOSPITAL INTENSIVE CARE	\$420 PER DAY	\$525 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$78.75 PER DAY	\$105 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$787.50 PER OCCURRENCE	\$1,050 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$78.75 PER VISIT	\$105 PER VISIT
I. AT HOME NURSING	\$157.50 PER DAY	\$210 PER DAY
J. AMBULANCE	\$472.50 PER TRIP	\$630 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$472.50 PER ROUND TRIP	\$630 PER ROUND TRIP

**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 3</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,100 BENEFIT	\$1,375 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$440 PER DAY	\$550 PER DAY
C. HOSPITAL INTENSIVE CARE	\$440 PER DAY	\$550 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$82.50 PER DAY	\$110 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$825 PER OCCURRENCE	\$1,100 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$82.50 PER VISIT	\$110 PER VISIT
I. AT HOME NURSING	\$165 PER DAY	\$220 PER DAY
J. AMBULANCE	\$495 PER TRIP	\$660 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$495 PER ROUND TRIP	\$660 PER ROUND TRIP

**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
**SEE BENEFIT INFORMATION PROVISION FOR DETAILS**

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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 4</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,150 BENEFIT	\$1,437.50 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$460 PER DAY	\$575 PER DAY
C. HOSPITAL INTENSIVE CARE	\$460 PER DAY	\$575 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$86.25 PER DAY	\$115 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$862.50 PER OCCURRENCE	\$1,150 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$86.25 PER VISIT	\$115 PER VISIT
I. AT HOME NURSING	\$172.50 PER DAY	\$230 PER DAY
J. AMBULANCE	\$517.50 PER TRIP	\$690 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$517.50 PER ROUND TRIP	\$690 PER ROUND TRIP

**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
**SEE BENEFIT INFORMATION PROVISION FOR DETAILS**

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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 5</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,200 BENEFIT	\$1,500 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$480 PER DAY	\$600 PER DAY
C. HOSPITAL INTENSIVE CARE	\$480 PER DAY	\$600 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$90 PER DAY	\$120 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$900 PER OCCURRENCE	\$1,200 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$90 PER VISIT	\$120 PER VISIT
I. AT HOME NURSING	\$180 PER DAY	\$240 PER DAY
J. AMBULANCE	\$540 PER TRIP	\$720 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$540 PER ROUND TRIP	\$720 PER ROUND TRIP



**HOSPITAL INDEMNITY POLICY- GVSP1TN**  
**SEE BENEFIT INFORMATION PROVISION FOR DETAILS**

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<b><u>BENEFIT</u></b>	<b><u>AMOUNT - COVERAGE YEAR 6+</u></b>	
	<b>ABLOW</b>	<b>ABHIGH</b>
A. INITIAL HOSPITALIZATION CONFINEMENT	\$1,250 BENEFIT	\$1,562.50 BENEFIT
B. DAILY HOSPITAL CONFINEMENT	\$500 PER DAY	\$625 PER DAY
C. HOSPITAL INTENSIVE CARE	\$500 PER DAY	\$625 PER DAY
D. SURGERY	3 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE	4 UNITS OF COVERAGE (SEE SCHEDULE OF OPERATIONS (PAGES 14 & 15); AMOUNTS SHOWN ARE PER UNIT OF COVERAGE
E. ANESTHESIA	25% OF SURGERY BENEFIT	25% OF SURGERY BENEFIT
F. INPATIENT PHYSICIAN'S TREATMENT	\$93.75 PER DAY	\$125 PER DAY
G. OUTPATIENT EMERGENCY ACCIDENT	\$937.50 PER OCCURRENCE	\$1,250 PER OCCURRENCE
H. OUTPATIENT PHYSICIAN'S TREATMENT	\$93.75 PER VISIT	\$125 PER VISIT
I. AT HOME NURSING	\$187.50 PER DAY	\$250 PER DAY
J. AMBULANCE	\$562.50 PER TRIP	\$750 PER TRIP
K. NON-LOCAL TRANSPORTATION	\$562.50 PER ROUND TRIP	\$750 PER ROUND TRIP

## POLICYHOLDER PROVISIONS

### RATE GUARANTEE

A change in premium rate will not take effect before the rate guarantee date shown on page 3 except for reasons which affect the risk assumed, including those reasons shown below:

1. a change occurs in this plan design; or
2. a division, subsidiary, or affiliated company is added or deleted; or
3. the number of insured employees changes by 25% or more; or
4. a new law or a change in any existing law is enacted which applies to this policy; or
5. less than 50% of those eligible for coverage are participating.

We will notify the policyholder in writing at least 30 days before a premium rate is changed. A change may take effect on an earlier date when both we and the policyholder agree in writing.

### PREMIUM INCREASES OR DECREASES

Premium increases or decreases may take effect any time subject to the Rate Guarantee provision. If they take effect during a policy month, they are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

### INFORMATION REQUIRED FROM THE POLICYHOLDER

The policyholder must provide us with the following on a regular basis:

1. information about employees:
  - a. who are eligible to become insured; and
  - b. whose coverage changes; and/or
  - c. whose coverage ends; and
2. any information that may be required to manage a claim; and
3. any other information that may be reasonably required.

Policyholder records that have a bearing, in our opinion, on this policy will be available for review by us at any reasonable time.

### CANCELING POLICY

This policy can be canceled:

1. by us; or
2. by the policyholder.

We may cancel or offer to modify this policy, with at least 31 days written notice to the policyholder, if:

1. less than 15% of those eligible for coverage are participating; or
2. this policy has been in effect more than 12 months; or
3. the policyholder does not promptly provide us with information that is reasonably required; or
4. the policyholder fails to perform any of its obligations that relate to this policy; or
5. fewer than 5 employees are insured; or
6. the number of insured employees is at least 25% of all eligible employees; or
7. the policyholder fails to pay any premium within the 31 day grace period.

If the premium is not paid during the grace period, the policy will terminate automatically at the end of the grace period. The policyholder is liable for the premium for coverage during the grace period. The policyholder must pay us all premiums due for the full period this policy is in force.

The policyholder may cancel this policy by written notice delivered to us at least 31 days prior to the cancellation date. When both the policyholder and we agree, this policy can be canceled on an earlier date. If canceled, coverage will end at 12:00 midnight on the last day of coverage.

If the policy is canceled, the cancellation will not affect a payable claim incurred prior to cancellation.

## GENERAL PROVISIONS

### ELIGIBILITY DATE

If the employee is working for the employer in an eligible class, the date such employee is eligible for coverage is the later of:

1. the policy effective date; or
2. the date such employee becomes a part of the eligible class.

### ELIGIBILITY OF DEPENDENTS

Dependents eligible to be covered persons are:

1. the employee's legal spouse; and
2. unmarried children of the employee including adopted children from the moment of placement in the residence and stepchildren, who are under 24 years of age. The employee's children must be dependent on the employee for support and not have a full-time job.

After the effective date, any person (except newborns) who becomes an eligible dependent can be added to this policy if we are notified within 31 days after they become eligible.

If the insured employee has Individual Coverage, then marries and desires coverage for his or her spouse, we must be notified within 31 days of the marriage. We will change the coverage to Individual and Spouse Coverage and provide notification of the additional premium due. If we are not notified within 31 days of the marriage, then evidence of insurability will be required for the spouse.

A child born to the insured employee or covered spouse, while Individual and Children Coverage or Family Coverage is in force, will be a covered person. This coverage begins at the moment of birth of such child and benefits will be the same as provided for any other covered person under this policy. No additional premium will be required for newborns added if Individual and Children Coverage or Family Coverage is in force at the time the newborn is added.

An adopted child or child pending adoption will be covered as follows, as long as Individual and Children Coverage or Family Coverage is in force:

1. Coverage is retroactive from the moment of birth for a child with respect to whom a decree of adoption by the insured employee has been entered within 31 days after the date of birth.
2. If adoption proceedings have been instituted by the insured employee within 31 days after the date of birth and the insured employee has temporary custody, coverage is provided from the moment of birth.
3. For children other than newborns, coverage will begin from the moment of placement.

Coverage must be provided as long as the insured employee has custody of the child pursuant to decree of the court and required premiums are paid.

### WHEN AN ELIGIBLE EMPLOYEE CAN ENROLL, CHANGE OR DISCONTINUE COVERAGE

1. The employee may apply for coverage during:
  - a. his or her initial enrollment period; or
  - b. at any other time, subject to evidence of insurability.
2. The insured employee may increase coverage at any time, subject to evidence of insurability.
3. The insured employee may discontinue coverage at any time.

## GENERAL PROVISIONS (Continued)

### WHEN EVIDENCE OF INSURABILITY IS REQUIRED

Evidence of insurability is required if:

1. the employee:
  - a. voluntarily canceled coverage and is reapplying; or
  - b. is applying for the coverage, or an increase in the amount of coverage, at any time after his or her initial enrollment period.
2. an eligible dependent did not enroll within 31 days of eligibility.

### EFFECTIVE DATE OF COVERAGE

Coverage for each eligible employee is effective at 12:01 a.m. on the effective date shown on the certificate of insurance issued to that employee.

For any change in an insured employee's coverage that is subject to evidence of insurability, the change in coverage is effective on the date we approve such change.

For any change in coverage that is not subject to evidence of insurability, the change in coverage is effective on the date we receive such request for change.

### WHEN AN EMPLOYEE IS ABSENT FROM WORK ON THE EFFECTIVE DATE OF COVERAGE

If the employee is absent from work due to disability, injury, sickness, temporary layoff or leave of absence, coverage for that employee begins on the date he or she returns to active employment. This applies to an employee's initial coverage, as well as any increase or addition to coverage that occurs after such employee's initial coverage is effective.

### CERTIFICATES OF INSURANCE

We will issue certificates of insurance to each insured employee. The certificate will provide a description of the insurance provided by this policy and will state:

1. the benefits provided under this policy; and
2. to whom benefits are payable; and
3. the limitations, exclusions and requirements that apply to coverage under this policy.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

### TERMINATION OF COVERAGE

The insured employee's coverage under this policy ends on the earliest of:

1. the date this policy is canceled; or
2. the last day of the period for which any required premium payments were made; or
3. the last day such insured employee is in active employment, except as provided under the "Temporary Layoff, Leave of Absence or Family and Medical Leave of Absence" provision; or
4. the date such insured employee is no longer in an eligible class; or
5. the date such insured employee's class is no longer eligible.

We will provide coverage for a payable claim that occurs while the insured employee is covered under this policy.

If the insured employee's spouse is a covered person, the spouse's coverage ends upon valid decree of divorce or death of the insured employee.

## **GENERAL PROVISIONS (Continued)**

If the insured employee's child is a covered person, the child's coverage ends on the certificate anniversary next following the date the child is no longer eligible. This is the earlier of: (a) when the child marries; or (b) reaches age 24 and has been dependent on the insured employee for maintenance and support. Coverage does not terminate on an unmarried child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under this policy; and
3. is chiefly dependent upon the insured employee for support and maintenance.

The child's coverage continues as long as this policy remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished within 60 days of the child's attainment of the limiting age of eligibility. Thereafter, such proof must be furnished as frequently as may be required, but no more frequently than annually after the child's attainment of the limiting age for eligibility.

If we accept a premium for coverage extending beyond the date, age or event specified for termination as to a covered person, then coverage continues during the period for which such premium was accepted. This does not apply where such acceptance was based on a misstatement of age.

### **AGENCY**

For purposes of this policy, the policyholder acts on its own behalf or as the employee's agent. Under no circumstances will the policyholder be deemed our agent.

### **TEMPORARY LAYOFF, LEAVE OF ABSENCE OR FAMILY AND MEDICAL LEAVE OF ABSENCE**

If an insured employee ceases active employment due to a temporary layoff or leave of absence while coverage is in force, we will continue the insured employee's coverage in accordance with the personnel practices of the policyholder's human resource department, if premium payments continue and the policyholder approved the leave in writing. Coverage will be continued for 3 months following the date the insured employee ceases active employment.

If the insured employee's coverage ends while on a family and medical leave of absence, his or her coverage will be reinstated when he or she returns to active employment.

We will not:

1. apply a new pre-existing condition exclusion; or
2. require evidence of insurability.

### **ENTIRE CONTRACT**

The contract consists of the following items:

1. the group policy; and
2. any amendments and endorsements; and
3. the application and other written statements of the policyholder.

Any statements made by the policyholder or by a covered person, in the absence of fraud, are representations and not warranties. Only written statements signed by the policyholder or a covered person will be used in defense of a claim. A copy of any written statement, if applicable, will be furnished to the policyholder or the covered person or the covered person's personal representative, if any, if such written statement will be used in defense of a claim.

### **INCONTESTABILITY**

After 2 years from the effective date of this policy, no misstatement of the policyholder, made in any applications, can be used to void this policy. After 2 years from the effective date of any covered person's coverage, no misstatement of a covered person, made in writing, can be used to void coverage or deny a claim for loss incurred.

### **CLERICAL ERROR**

Clerical error on the part of the policyholder or us will not invalidate insurance otherwise in force nor continue insurance otherwise terminated. Upon discovery of any error, an adjustment will be made in the premiums and/or benefits available. Complete proof must be supplied by the policyholder documenting any clerical errors.

## GENERAL PROVISIONS (Continued)

### LEGAL ACTION

No legal action may be brought to obtain benefits under this policy:

1. for at least 60 days after proof of loss has been furnished; or
2. after the expiration of 3 years from the time written proof of loss is required to have been furnished.

### EFFECT OF PRIOR COVERAGE ON LOSSES FOR PRE-EXISTING CONDITIONS

We may pay benefits if an insured employee's loss results from a pre-existing condition if the insured employee was:

1. in active employment and insured under this plan on its effective date; and
2. insured by the prior group policy when it terminated.

The prior group policy's coverage must be substantially similar to this plan and have been in effect within 60 days of this plan's effective date in order for this provision to apply.

In order to receive benefits the insured employee must satisfy the pre-existing condition provision under:

1. the American Heritage Life plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If item 1 or 2 above is not satisfied, we will not pay any benefits resulting from a pre-existing condition.

If item 1 is satisfied, we will determine our payment according to our policy provisions.

## **CONTINUATION OF INSURANCE (COBRA)**

(APPLIES TO GROUPS WITH 20 OR MORE EMPLOYEES)

This section provides for continuation as mandated by federal law for all benefits except for disability and life riders. It applies if a person's insurance would otherwise end due to one of the following events, called a qualifying event.

1. Termination of employment (other than by reason of gross misconduct), or of an insured employee's eligibility due to reduction in his or her hours. Insurance may be continued for any covered person.
2. The death of an insured employee. Insurance may be continued for any covered person.
3. Divorce or legal separation. Insurance may be continued for any covered person whose insurance would otherwise end.
4. A child ceasing to be an eligible dependent under the policy. Insurance may be continued for that child.
5. The policyholder files a Chapter 11 Bankruptcy petition. Insurance may be continued for any insured retiree and his or her covered dependents. But this only applies if the insurance ends or is substantially reduced within 1 year before or after the filing for bankruptcy.

To choose this continuation of hospital indemnity insurance, a person must be insured under the policy on the day before the qualifying event. In the case of bankruptcy, the person must also be: (a) an employee who retired on or before the date insurance ends or is substantially reduced; or (b) a dependent of the retiree on the day before the bankruptcy.

A person will not be denied continuation solely because he or she is covered under another group hospital indemnity plan or eligible for Medicare on the date the qualifying event occurs.

### **COVERAGE CONTINUED**

The insurance being continued for a person by this section is subject to the further terms of this section and all terms and provisions of the policy that do not conflict with this section. The insurance will be the same as that provided under the policy for other persons in the same insurance class in which such person would have been if the qualifying event had not occurred. However, any benefits provided for a disability or life rider are not eligible for continuation under this provision. The continued insurance will be subject to any changes to the policy affecting the benefits of such class following the qualifying event.

### **NOTIFICATION AND PAYMENT REQUIREMENTS**

The insured employee or other qualifying dependents have the responsibility to inform the policyholder of: (a) divorce; (b) legal separation; or (c) a child losing eligibility under the policy. This notice must be made within 60 days of the qualifying event. Failure to provide this notification within 60 days will result in the loss of the right to continue the insurance.

The policyholder has the responsibility of notifying the plan administrator of: (a) an insured employee's death, termination of employment, or reduction in hours; or (b) the policyholder's bankruptcy. This notice must be made within 30 days of the qualifying event.

The plan administrator will notify the qualifying person of the right to continue within 14 days of the notice described above. The person will then have 60 days to elect to continue his or her insurance. Failure to elect to continue insurance within 60 days after a person is notified by the plan administrator will result in loss of the right to continue such insurance.

The qualifying person will be required to pay a premium for the continued insurance to the policyholder. He or she will have 45 days from the date of election to pay the initial premium due. All further premiums will be due on a monthly basis with a 31 day grace period.

## CONTINUATION OF INSURANCE (COBRA) – (Continued)

(APPLIES TO GROUPS WITH 20 OR MORE EMPLOYEES)

### TERMINATION

Insurance continued by this section will terminate on the first of the following dates that apply:

1. The date the policy terminates or is amended to terminate the type of insurance being continued.
2. The end of the last period for which premiums for such coverage has been made. This applies if any required premium is not made to the policyholder within 31 days of the due date.
3. The date the person becomes covered under any other group hospital indemnity policy, whether as an insured employee or otherwise. (This will not apply if such other policy contains any exclusion or limitation with respect to any pre-existing condition the person may have.)
4. The date the person becomes entitled to benefits under Medicare. (This will not apply if the qualifying event involves retired employees of policyholders under Chapter 11 Bankruptcy and his or her dependents.)
5. The date ending 18 months from the date of the qualifying event for persons who qualify due to termination of employment or reduction in hours worked. However, if a second qualifying event occurs within this 18 month period, the period of coverage for any affected dependent may be extended up to 36 months from the date of the first qualifying event. For all other qualifying events, insurance will terminate on the date ending 36 months from the date of the qualifying event, except as provided below:
  - (a) If a person is totally disabled for Social Security purposes any time during the first 60 days of continuation coverage, the 18 month period may be extended to 29 months. In order for this additional 11 months of insurance to be effective, the covered person must provide the policyholder or plan administrator with a copy of the notice of the determination. The notice must be provided:
    - (1) within 60 days of the Social Security determination of total disability; and
    - (2) within the initial 18 months of continuation coverage.
  - (b) If an insured employee has a qualifying event (termination or reduction in hours worked) and he or she had become entitled to Medicare before the date of this qualifying event, then any other qualified beneficiary (the spouse and/or children) will be entitled to a period of continuation that is the greater of:
    - (1) 36 months from the date the insured employee first became entitled to Medicare; or
    - (2) 18 months from the insured employee's termination or reduction in hours.
  - (c) For a qualifying event involving retired employees of policyholders under Chapter 11 Bankruptcy and his or her dependents, the maximum period of continuation coverage is:
    - (1) the lifetime of the retiree; or
    - (2) the lifetime of the surviving spouse of a retiree who dies before the bankruptcy; or
    - (3) 36 months after the date of death of the retiree, when such date is after the bankruptcy.
6. With respect to a person entitled to a 29 month period of continuation coverage due to disability of a qualified beneficiary, the date of a final determination under Title II or XVI of the Social Security Act that the qualified beneficiary is no longer disabled. However, insurance will not terminate until the last day of the month that next follows the completion of a 30 day period beginning on the date of such final determination.



## LIMITATIONS AND EXCLUSIONS

This policy does not pay benefits caused by or resulting from:

1. injury or sickness incurred prior to a covered person's effective date of coverage subject to the Pre-Existing Condition Limitation and Incontestability provisions; or
2. any act of war whether or not declared, participation in a riot, insurrection or rebellion; or
3. suicide, or any attempt at suicide, whether sane or insane; or
4. any injury sustained while a covered person is under the influence of alcohol or any narcotic, unless administered upon the advice of a physician; or
5. participation in any form of aeronautics (including parachuting, parasailing and hang gliding) except as a fare-paying passenger in a licensed aircraft provided by a common carrier and operating between definitely established airports; or
6. injury incurred while engaging in an illegal occupation or committing or attempting to commit an assault or felony; or
7. dental or plastic surgery for cosmetic purposes except when such surgery is required to: (a) treat an injury; or (b) correct a disorder of normal bodily function; or
8. alcoholism, drug addiction, or dependence upon any controlled substance; or
9. mental or nervous disorders; or
10. intentionally self-inflicted injuries; or
11. a newborn child's routine nursing or routine well baby care during the initial hospital confinement; or
12. childbirth occurring within the first 10 months of a covered person's effective date of coverage (complications of pregnancy are covered to the same extent as a sickness); or
13. hospitalization that begins before a covered person's effective date of coverage; or
14. the reversal of a tubal ligation or vasectomy; or
15. artificial insemination, in vitro fertilization, and test tube fertilization, including any related testing, medications or physician services, unless required by law; or
16. routine eye examinations or fitting of eye glasses; or
17. hearing aids or fitting of hearing aids; or
18. dental examinations or dental care other than expenses resulting from an accident; or
19. driving in any organized or scheduled race or speed test or while testing an automobile or any vehicle on any racetrack or speedway.

### PRE-EXISTING CONDITION LIMITATION

We do not pay for any loss due to a pre-existing condition as defined during the 12 month period beginning on the date that person became a covered person.

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## BENEFIT INFORMATION

We pay the following benefits for service and treatment administered to or received by a covered person. Such treatment or service must be: (a) incurred by a covered person while coverage under this policy is in force on that person; (b) necessary for the care and treatment of sickness or injury of a covered person; and (c) recommended by a physician. Any loss not stated in this BENEFIT INFORMATION provision is not covered under this policy. Treatment must be received in the United States or its territories.

**A. Initial Hospitalization Confinement Benefit.** We pay the benefit amount stated on page 3A for the first confinement to a hospital during a coverage year, provided a benefit is paid under the Daily Hospital Confinement Benefit. This benefit is payable only once per covered person:

1. per continuous hospital confinement; and
2. per coverage year.

This benefit is not paid for normal pregnancy.

This benefit is not payable for a newborn child's initial hospitalization after birth. A newborn child's initial hospitalization includes any transfers to another hospital before such child is discharged to his or her home.

**B. Daily Hospital Confinement Benefit.** We pay the benefit amount stated on page 3A for each day a covered person is admitted to and confined as an inpatient in a hospital as a result of an injury or sickness. A day is a 24 hour period. A covered person must provide proof for each day that a hospital room and board charge is incurred. The maximum number of days this benefit is payable is 180 days for each period of continuous hospital confinement.

This benefit is not payable for a newborn child's routine nursing or routine well baby care during the initial hospital confinement.

**C. Hospital Intensive Care Benefit.** We pay the benefit amount stated on page 3A for each day a covered person is confined to a hospital intensive care unit, provided a benefit is also paid under the Daily Hospital Confinement Benefit. A day is a 24 hour period. A covered person must provide proof for each day that a hospital intensive care room and board charge is incurred. This benefit is paid in addition to the Daily Hospital Confinement Benefit.

The maximum number of days this benefit is payable is 60 days for each period of continuous hospital confinement.

**D. Surgery Benefit.** We pay the benefit amount stated in the Schedule of Operations, per unit of coverage, for a surgical operation performed in a hospital or an ambulatory surgical center. Two or more procedures performed at the same time through one incision are considered one operation; we pay the amount shown in the Schedule of Operations for the operation with the largest benefit. If any operation other than those listed is performed, we pay an amount based upon the amount stated in the Schedule of Operations for the most comparable procedure.

**E. Anesthesia Benefit.** We pay 25% of the benefit amount paid for surgery for anesthesia received by a covered person during the course of a covered surgical operation.

**F. Inpatient Physician's Treatment Benefit.** We pay the benefit amount stated on page 3A for each day a covered person requires and receives the services of a physician (other than a surgeon) during a covered hospital confinement. This benefit is payable for the number of days the Daily Hospital Confinement Benefit is payable.

**G. Outpatient Emergency Accident Benefit.** If a covered person, as a result of an injury, requires medical or surgical treatment in an emergency treatment center, we pay the benefit amount stated on page 3A. This benefit is limited to 2 visits per covered person, per coverage year.

**H. Outpatient Physician's Treatment Benefit.** If a covered person is treated by a physician for any cause outside of a hospital, we pay the benefit amount stated on page 3A for the visit to the physician. This benefit is limited to:

1. 5 visits per covered person, per coverage year; and
2. a maximum of 10 visits per coverage year if the insured employee elected Individual and Spouse Coverage or Individual and Children Coverage; or
3. a maximum of 15 visits per coverage year if the insured employee elected Family Coverage.

## BENEFIT INFORMATION (Continued)

- I. At Home Nursing Benefit.** We pay the benefit amount stated on page 3A for each day a covered person requires at home nursing care during the 60 days following a hospital confinement covered under this policy. At home nursing services must be required and authorized by the attending physician. This benefit is limited to:
1. 1 visit per day; and
  2. a total of 30 visits within the 60 days following a covered hospital confinement.
- J. Ambulance Benefit.** We pay the benefit amount stated on page 3A for transfer by a licensed ambulance service or hospital owned ambulance to a hospital or emergency treatment center (for air ambulance, this benefit pays 2 times the amount stated). This benefit is limited to a maximum of 3 trips per covered person, per coverage year.
- K. Non-Local Transportation Benefit.** We pay the benefit amount stated on page 3A when a covered person requires hospital confinement for treatment prescribed by the local attending physician that cannot be obtained locally. Non-local treatment must be received beyond a 100 mile radius from the home of a covered person. This benefit is limited to 3 round trips per covered person, per coverage year.

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## OPTIONAL BENEFIT(S)

**Outpatient Diagnostic X-ray and Laboratory Benefit.** We pay the benefit amount stated on page 3 when laboratory tests are performed for the purpose of diagnosis of an injury or sickness indicated by symptoms that would suggest an injury or sickness has occurred, while a covered person is not hospital confined.

This benefit is:

1. limited to only 1 test per day;
2. limited to 3 tests per coverage year, per covered person; and
3. not payable if a benefit is payable under the Wellness and Preventive Test Benefit.

The benefit amount shown on page 3 is for the first coverage year. This amount will increase by 5% after the first coverage year and each coverage year thereafter for the next 5 years (see example below).

<b>Outpatient Diagnostic X-ray and Laboratory Benefit</b>	Coverage Year 1	Coverage Year 2	Coverage Year 3	Coverage Year 4	Coverage Year 5	Coverage Year 6+
Benefit payable per unit purchased	\$25.00 per test	\$26.25 per test	\$27.50 per test	\$28.75 per test	\$30.00 per test	\$31.25 per test

**Wellness and Preventive Test Benefit.** We pay the benefit amount stated on page 3 when a covered person has a routine physical examination or preventive test performed while not hospital confined.

This benefit is:

1. limited to 1 examination or test per coverage year, per covered person; and
2. not payable if a benefit is payable under the Outpatient Diagnostic X-ray and Laboratory Benefit.

The benefit amount shown on page 3 is for the first coverage year. This amount will increase by 5% after the first coverage year and each coverage year thereafter for the next 5 years (see example below).

Eligible examinations and tests are as follows:

1. Physical examination performed by a physician; and
2. Bone Marrow Testing; and
3. CA15-3 (cancer antigen 15-3-blood test for breast cancer); and
4. CA125 (cancer antigen 125 – blood test for ovarian cancer); and
5. CEA (carcinoembryonic antigen – blood test for colon cancer); and
6. Chest X-ray; and
7. Colonoscopy; and
8. Flexible sigmoidoscopy; and
9. Hemocult stool analysis; and
10. Mammography, including Breast Ultrasound; and
11. Pap Smear, including ThinPrep Pap Test; and
12. PSA (prostate specific antigen – blood test for prostate cancer); and
13. Serum Protein Electrophoresis (test for myeloma); and
14. Biopsy for skin cancer.

<b>Wellness and Preventive Test Benefit</b>	Coverage Year 1	Coverage Year 2	Coverage Year 3	Coverage Year 4	Coverage Year 5	Coverage Year 6+
Benefit payable per unit purchased	\$50.00 per test	\$52.50 per test	\$55.00 per test	\$57.50 per test	\$60.00 per test	\$62.50 per test

## SCHEDULE OF OPERATIONS

Surgery performed but not listed in the Schedule of Operations will be paid according to the amount shown for the surgery most similar in severity and complexity. The benefit payable is the benefit per unit for the applicable procedure times the number of units listed on page 3A.

Type	Description	Benefit per Unit						
		Coverage Year 1	Coverage Year 2	Coverage Year 3	Coverage Year 4	Coverage Year 5	Coverage Year 6+	
Bone	Bone marrow biopsy/aspir	55.00	57.75	60.50	63.25	66.00	68.75	
	Removal of knee cartilage	150.00	157.50	165.00	172.50	180.00	187.50	
	Total knee replacement	250.00	262.50	275.00	287.50	300.00	312.50	
	Total hip replacement	375.00	393.75	412.50	431.25	450.00	468.75	
Brain	Burr holes no surgery	155.00	162.75	170.50	178.25	186.00	193.75	
	Craniotomy	400.00	420.00	440.00	460.00	480.00	500.00	
	Excision brain tumor	475.00	498.75	522.50	546.25	570.00	593.75	
	Transoral approach	500.00	525.00	550.00	575.00	600.00	625.00	
Breast	Stereotactic excision w/axial tomography	300.00	315.00	330.00	345.00	360.00	375.00	
	Biopsy, needle, w/o image	30.00	31.50	33.00	34.50	36.00	37.50	
	Biopsy, needle, w/ image	55.00	57.75	60.50	63.25	66.00	68.75	
	Biopsy, incisional	75.00	78.75	82.50	86.25	90.00	93.75	
	Lumpectomy	105.00	110.25	115.50	120.75	126.00	131.25	
	Breast reduction	260.00	273.00	286.00	299.00	312.00	325.00	
	Mastectomy, simple	175.00	183.75	192.50	201.25	210.00	218.75	
	Mastectomy, radical	300.00	315.00	330.00	345.00	360.00	375.00	
	Mastectomy, partial	125.00	131.25	137.50	143.75	150.00	156.25	
	Removal breast lesion	100.00	105.00	110.00	115.00	120.00	125.00	
	Breast reconstruction	220.00	231.00	242.00	253.00	264.00	275.00	
	Digestive	Esophagoscopy	50.00	52.50	55.00	57.50	60.00	62.50
		Appendectomy	140.00	147.00	154.00	161.00	168.00	175.00
ERCP		75.00	78.75	82.50	86.25	90.00	93.75	
Exploratory laparotomy		170.00	178.50	187.00	195.50	204.00	212.50	
Vagotomy		235.00	246.75	258.50	270.25	282.00	293.75	
Colectomy, partial		290.00	304.50	319.00	333.50	348.00	362.50	
Cholecystectomy		285.00	299.25	313.50	327.75	342.00	356.25	
Esophagectomy		500.00	525.00	550.00	575.00	600.00	625.00	
Gastrectomy, partial		310.00	325.50	341.00	356.50	372.00	387.50	
Gastrectomy, total		500.00	525.00	550.00	575.00	600.00	625.00	
Biopsy bowel		30.00	31.50	33.00	34.50	36.00	37.50	
Colonoscopy w/ biopsy		30.00	31.50	33.00	34.50	36.00	37.50	
Colonoscopy remove tumor		120.00	126.00	132.00	138.00	144.00	150.00	
Colectomy, partial w/ anastomosis		290.00	304.50	319.00	333.50	348.00	362.50	
Colectomy w/ ileostomy		390.00	409.50	429.00	448.50	468.00	487.50	
Proctectomy, complete		390.00	409.50	429.00	448.50	468.00	487.50	
Proctosigmoidoscopy		20.00	21.00	22.00	23.00	24.00	25.00	
Cholecystotomy		160.00	168.00	176.00	184.00	192.00	200.00	
Partial removal pancreas		315.00	330.75	346.50	362.25	378.00	393.75	
Exploratory laparotomy		170.00	178.50	187.00	195.50	204.00	212.50	
Ear/Nose	Endoscopy	70.00	73.50	77.00	80.50	84.00	87.50	
	Tympanotomy	100.00	105.00	110.00	115.00	120.00	125.00	
	Myringoplasty	115.00	120.75	126.50	132.25	138.00	143.75	
	Mastoidectomy, simple	155.00	162.75	170.50	178.25	186.00	193.75	
	Mastoidectomy, radical	220.00	231.00	242.00	253.00	264.00	275.00	
	Tonsillectomy, w/ or w/o adenoidectomy	70.00	73.50	77.00	80.50	84.00	87.50	
Eye	Cataract	140.00	147.00	154.00	161.00	168.00	175.00	
	Enucleation	265.00	278.25	291.50	304.75	318.00	331.25	
	Corneal transplant	230.00	241.50	253.00	264.50	276.00	287.50	

**SCHEDULE OF OPERATIONS (Continued)**

Surgery performed but not listed in the Schedule of Operations will be paid according to the amount shown for the surgery most similar in severity and complexity. The benefit payable is the benefit per unit for the applicable procedure times the number of units listed on page 3A.

Type	Description	Benefit per Unit					
		Coverage Year 1	Coverage Year 2	Coverage Year 3	Coverage Year 4	Coverage Year 5	Coverage Year 6+
GYN/Genitalia	Dilation & curettage (D&C)	55.00	57.75	60.50	63.25	66.00	68.75
	Tubal ligations	85.00	89.25	93.50	97.75	102.00	106.25
	Colposcopy	40.00	42.00	44.00	46.00	48.00	50.00
	Endometrial biopsy	25.00	26.25	27.50	28.75	30.00	31.25
	Caesarean delivery	230.00	241.50	253.00	264.50	276.00	287.50
	Hysterectomy, partial	225.00	236.25	247.50	258.75	270.00	281.25
	Hysterectomy, total	225.00	236.25	247.50	258.75	270.00	281.25
	Hysterectomy, radical w/lymphadenectomy	415.00	435.75	456.50	477.25	498.00	518.75
	Hysterectomy, vaginal	190.00	199.50	209.00	218.50	228.00	237.50
	Vulvectomy, simple partial	120.00	126.00	132.00	138.00	144.00	150.00
	Vulvectomy, simple complete	135.00	141.75	148.50	155.25	162.00	168.75
	Vulvectomy, radical partial	190.00	199.50	209.00	218.50	228.00	237.50
	Vulvectomy, radical complete	325.00	341.25	357.50	373.75	390.00	406.25
	Testis, Biopsy	20.00	21.00	22.00	23.00	24.00	25.00
Heart	Orchiectomy	125.00	131.25	137.50	143.75	150.00	156.25
	Pacemaker, insertion	185.00	194.25	203.50	212.75	222.00	231.25
	Angioplasty each vessel	120.00	126.00	132.00	138.00	144.00	150.00
	Replacement of aortic valve	485.00	509.25	533.50	557.75	582.00	606.25
	Coronary artery with graft	450.00	472.50	495.00	517.50	540.00	562.50
	Coronary artery 3 grafts	500.00	525.00	550.00	575.00	600.00	625.00
	Ascending aorta graft	305.00	320.25	335.50	350.75	366.00	381.25
Larynx	Laryngoscopy with biopsy	20.00	21.00	22.00	23.00	24.00	25.00
	Laryngectomy	295.00	309.75	324.50	339.25	354.00	368.75
	Laryngectomy w/ dissection	395.00	414.75	434.50	454.25	474.00	493.75
Liver	Needle biopsy	50.00	52.50	55.00	57.50	60.00	62.50
	Wedge biopsy	170.00	178.50	187.00	195.50	204.00	212.50
Lungs	Hepatectomy	485.00	509.25	533.50	557.75	582.00	606.25
	Needle biopsy	35.00	36.75	38.50	40.25	42.00	43.75
	Bronchoscopy w/ biopsy	80.00	84.00	88.00	92.00	96.00	100.00
	Thoracotomy	135.00	141.75	148.50	155.25	162.00	168.75
	Pneumonectomy	370.00	388.50	407.00	425.50	444.00	462.50
	Lobectomy	345.00	362.25	379.50	396.75	414.00	431.25
Lymphatic	Lymph node biopsy	70.00	73.50	77.00	80.50	84.00	87.50
	Lymphadenectomy	185.00	194.25	203.50	212.75	222.00	231.25
	Lymphadenectomy, cervical	235.00	246.75	258.50	270.25	282.00	293.75
Misc.	Foot surgery	115.00	120.75	126.50	132.25	138.00	143.75
	Vasectomy	105.00	110.25	115.50	120.75	126.00	131.25
	Repair of diaphragm hernia	130.00	136.50	143.00	149.50	156.00	162.50
	Hernia repair	85.00	89.25	93.50	97.75	102.00	106.25
	Tumor excision neck	95.00	99.75	104.50	109.25	114.00	118.75
	Laminectomy	390.00	409.50	429.00	448.50	468.00	487.50
	Vertebral corpectomy	405.00	425.25	445.50	465.75	486.00	506.25
	Muscle Biopsy	45.00	47.25	49.50	51.75	54.00	56.25
	Biopsy	20.00	21.00	22.00	23.00	24.00	25.00
	Excision lesion w/o graft	35.00	36.75	38.50	40.25	42.00	43.75
Skin	Excision lesion w/ graft	75.00	78.75	82.50	86.25	90.00	93.75
	Chemotherapy (Mohs' technique)	145.00	152.25	159.50	166.75	174.00	181.25

**SCHEDULE OF OPERATIONS (Continued)**

Surgery performed but not listed in the Schedule of Operations will be paid according to the amount shown for the surgery most similar in severity and complexity. The benefit payable is the benefit per unit for the applicable procedure times the number of units listed on page 3A.

Type	Description	Benefit per Unit					
		Coverage Year 1	Coverage Year 2	Coverage Year 3	Coverage Year 4	Coverage Year 5	Coverage Year 6+
Urinary	Prostate biopsy	55.00	57.75	60.50	63.25	66.00	68.75
	Cystoscopy	50.00	52.50	55.00	57.50	60.00	62.50
	TUR prostate	165.00	173.25	181.50	189.75	198.00	206.25
	Kidney biopsy	35.00	36.75	38.50	40.25	42.00	43.75
	Prostatectomy, radical	380.00	399.00	418.00	437.00	456.00	475.00
	Prostatectomy, subtotal	240.00	252.00	264.00	276.00	288.00	300.00
	Nephrectomy	235.00	246.75	258.50	270.25	282.00	293.75
	Cystectomy, partial	215.00	225.75	236.50	247.25	258.00	268.75
	Cystectomy, complete	325.00	341.25	357.50	373.75	390.00	406.25
	Cystotomy	100.00	105.00	110.00	115.00	120.00	125.00
Vascular	Central venous catheter	60.00	63.00	66.00	69.00	72.00	75.00
	Venous access port, insert	175.00	183.75	192.50	201.25	210.00	218.75
	Venous access port, removal	50.00	52.50	55.00	57.50	60.00	62.50

## CLAIM INFORMATION

### NOTICE OF CLAIM

We encourage the insured employee to notify us of a claim as soon as possible so that a claim decision can be made in a timely manner. Written notice of claim must be given to us within 20 days after the occurrence or commencement of any loss covered by this policy, or as soon as reasonably possible. Notice given by or on behalf of the insured employee or the beneficiary to us at 1776 American Heritage Life Drive, Jacksonville, Florida 32224-6687, or to any authorized agent of ours, with the insured employee's name and certificate number, is notice to us.

The claim form is available from the policyholder, or can be requested from us. If the form is not received from us within 15 days of the request, written proof of the claim may be sent to us without waiting for the form.

### FILING A CLAIM

The insured employee and the employer must complete their own sections of the claim form and then give it to the attending physician. The physician should complete the attending physician statement on the form and send it directly to us.

### PROOF OF CLAIM

If this policy provides for periodic payment of a continuing loss, written proof of loss must be furnished to us within 90 days after the end of each period for which we are liable. For any other loss, written proof must be given to us within 90 days after each loss. If it is not possible to give us written proof in the time required, we will not reduce or deny any claim for this reason, as long as the proof is filed as soon as reasonably possible. In any event, the proof required must be given to us no later than 1 year from the time specified unless the insured employee is legally incapacitated.

### PHYSICAL EXAMINATION AND AUTOPSY

We have the right, at our own expense, to have any covered person examined by a physician of our choosing, as often as may be reasonably required while a claim is pending. We may have an autopsy performed during the period of incontestability, where it is not forbidden by law.

### PAYMENT OF CLAIMS

After receiving written proof of loss, we immediately pay all benefits then due under this policy. Benefits for any other loss covered by this policy are paid as soon as we receive proper written proof.

We will make payments to the insured employee unless such payments are assigned. Any amounts unpaid at the insured employee's death may, at our option, be paid either to the named beneficiary or to the insured employee's estate.

If benefits are payable to the insured employee's estate or a beneficiary who cannot execute a valid release, we can pay benefits up to \$1,000, to someone related to the insured employee or beneficiary by blood or marriage whom we consider to be entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

### ASSIGNMENT

An assignment of the coverage under this policy is not binding on us, unless:

1. it is a written request; and
2. it is received and recorded by us at our home office.

We are not responsible for the validity of any assignment. An assignment is subject to any payment we make or other action we take before we record the assignment. An assignee may not change the beneficiary.

### OVERPAID CLAIM

We have the right to recover any overpayments due to:

1. fraud; or
2. any error we make in processing a claim.

The insured employee must reimburse us in full. We will work with such insured employee to develop a reasonable method of repayment if he or she is financially unable to repay us in a lump sum. In the case of an error in our processing, a recovery can only be made during the 15 months from the date the payment of claims was made. No such restriction will apply to fraudulent overpayments.

We will not recover more money than the amount we overpaid



## **CLAIM INFORMATION (Continued)**

### **CLAIM REVIEW**

If a claim is denied, we will give written notice of:

1. the reason for denial; and
2. the policy provision that relates to the denial; and
3. the right to ask for a review of the claim; and
4. the right to submit any additional information that might allow us to change our decision.

The insured employee may, upon written request, read any reports that are not confidential. For a small fee, we will make copies of those reports.

### **APPEALS PROCEDURE**

Prior to filing any lawsuit and within 60 days after denial of a claim, the insured employee or his or her beneficiary must appeal any denial of benefits under the policy by making a written request for review of the denial.

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## GLOSSARY

**Accident.** Means a sudden, unforeseen and unexpected event which occurs without a covered person's intent which results in an injury to a covered person.

**Active Employment.** Means the employee is working for an employer for earnings that are paid regularly and is performing the material and substantial duties of his or her regular occupation. The employee must be working at least the minimum number of hours as described under Eligible Class(es). The employee will be deemed to be in active employment on a day which is not one of the employer's scheduled work days only if actively employed on the preceding scheduled work day.

The employee's work site must be:

1. the employer's usual place of business; or
2. an alternative work site at the direction of the employer; or
3. a location to which the job requires such employee to travel.

Normal vacation is considered active employment. However, if vacation days are used to cover disability, sickness or injury, those days are not considered active employment. Temporary and seasonal workers are excluded from coverage.

**Ambulatory Surgical Center.** Means a licensed surgical center consisting of: an operating room, facilities for the administration of general anesthesia and a post surgery recovery room which the patient is admitted to, and discharged from, within a period of less than 24 hours.

**Complications of Pregnancy.** Means any of the following:

1. a condition whose diagnosis is distinct from pregnancy but that is adversely affected by or caused by pregnancy, such as acute nephritis or nephrosis, cardiac decompensation, missed abortion, miscarriage or similar medical and surgical conditions of comparable severity; and
2. a non-elective caesarean section; and
3. a non-elective abortion (including treatment received when a fetus is not viable as well as treatment when the mother's life is in danger); and
4. termination of ectopic pregnancy; and
5. spontaneous termination of pregnancy during a period of gestation in which a viable birth is not possible.

Complications of pregnancy do not include: false labor; or occasional spotting; or morning sickness; or body aches; or body pains; or prescribed rest; or hyperemesis gravidarum; or premature births; or multiple births (twins, triplets, etc.); or any condition caused by the pregnancy that places the covered person or the pregnancy at risk.

**Continuous Hospital Confinement.** Means one continuous confinement or two or more hospital confinements not separated by more than 30 days. If there are more than 30 days between confinements, they are considered separate confinements.

**Cosmetic.** Means surgery or other treatment to improve a person's appearance which is not required for treatment of a sickness or injury.

**Coverage Year.** Means a consecutive 12 month period during which an insured employee's insurance is in force. The first coverage year begins on the effective date of the insured employee's insurance under the group policy and ends after 12 consecutive months of coverage. Dependents added later will have the same coverage year as the insured employee.

**Covered Person.** Means any of the following:

1. the employee or any eligible dependent named on the enrollment form or the evidence of insurability form and acceptable for coverage by us; or
2. any eligible dependent added after the effective date.

**Day.** A 24 hour period.

**Emergency Treatment Center.** Means the emergency room of a hospital, an ambulatory surgical centers, or satellite emergency centers of a hospital.

**Employee.** Means a person who is: (a) a citizen or resident of the United States or one of its territories; and (b) is in active employment with the employer.

## GLOSSARY (Continued)

**Employer.** Means the individual, company or corporation where the employee is in active employment, and includes any division, subsidiary, or affiliated company named in this policy.

**Evidence of Insurability.** Means a statement of the employee's or a dependent's medical history which we will use to determine if he or she is approved for coverage. Evidence of insurability will be provided at the employee's expense.

**Family Coverage.** Means coverage that includes the insured employee as defined, the insured employee's spouse and eligible children.

**Grace Period.** Means a period of 31 days following the premium due date during which premium payment may be made.

**Hospital.** Means a legally operated institution with established facilities (either on its premises or available to the hospital on a contractual, pre-arranged basis and under the supervision of a staff of one or more duly licensed physicians), for the care and treatment of sick and injured persons for diagnosis, surgery, and 24 hour nursing service. Hospital does not include:

1. any institution which is mainly a rest home, nursing home, convalescent home, or home for the aged; or
2. any institution which is mainly for the care and treatment of alcoholics or drug addicts, or mental or nervous disorders; or
3. any institution which is mainly used for rehabilitation.

**Hospital Confined or Confinement.** Means confinement as an inpatient in a hospital for which a room and board charge is made by the hospital. It does not include confinement in an observation room or a fractional part of a day.

**Hospital Intensive Care Unit.** Means a hospital area of special care including cardiac and coronary care units; surgical intensive care units or cardiovascular intensive care units, which at the time of admission are separate and apart from the surgical recovery room, or other rooms, beds or wards normally used for patient confinement. In addition, such a unit must provide the following:

1. 24 hour continuous nursing care and attendance by nurses assigned to the unit on a full-time basis; and
2. direction and/or supervision by a full-time physician director or a standing "intensive care" committee of the medical staff; and
3. special medical apparatus used to treat the critically ill.

The following do not qualify as "Hospital Intensive Care Units":

1. progressive care units; or
2. sub-acute intensive care units; or
3. intermediate care units; or
4. private rooms with monitoring; or
5. step-down units; or
6. any other lesser care treatment units.

**Individual Coverage.** Means coverage that includes only the insured employee as defined.

**Individual and Children Coverage.** Means coverage that includes only the insured employee as defined and eligible children.

**Individual and Spouse Coverage.** Means coverage that includes only the insured employee as defined and his or her eligible spouse.

**Initial Enrollment Period.** Means one of the following periods during which the employee may first apply in writing for coverage under this policy:

1. a period before the policy effective date as set by us and the policyholder if the employee is eligible for coverage on the policy effective date; or
2. the period ending 31 days after the date the employee is first eligible to apply for coverage if he or she becomes eligible for coverage after the policy effective date.

## GLOSSARY (Continued)

**Injury.** Means accidental bodily injury sustained by a covered person while coverage under this policy is in force.

**Inpatient.** Means a covered person who is a resident patient using the room and board facilities of a hospital.

**Insured Employee.** Means an employee who is age 18 or older and has: (1) fulfilled all eligibility requirements set forth in the policy; and (2) properly completed and signed the enrollment form, provided that the form has been received by us and any required evidence of insurability has been approved by us.

**Nurse.** Means any one of the following who is not a member of the covered person's immediate family or employed by the hospital where the covered person is confined:

1. licensed practical nurse (L.P.N.); or
2. licensed vocational nurse (L.V.N.); or
3. graduate registered nurse (R.N.).

**Payable Claim.** Means a claim for which we are liable under the terms of this policy.

**Physician.** Means:

1. a person performing tasks that are within the limits of his or her medical license; and
2. a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
3. a person who is a legally qualified medical practitioner according to the laws and regulations of the state he or she practices in.

We will not recognize the insured employee, the insured employee's spouse, insured employee's children, insured employee's parents, or insured employee's siblings as a physician for a claim.

**Policyholder.** Means the legal entity to whom this policy is issued.

**Pre-Existing Condition.** Means a disease or physical condition for which:

1. symptoms existed within the 12 month period prior to the effective date of coverage; or
2. medical advice or treatment was recommended or received from a member of the medical profession within the 12 month period prior to the effective date of coverage.

A pre-existing condition can exist even though a diagnosis has not yet been made.

**Sickness.** Means an illness or disease that must begin while a covered person is insured under this policy.

**Surgery.** Means manual procedures involving cutting of body tissue, debridement or permanent joining of body tissue for repair of wounds, treatment of fractured bones or dislocated joints, endoscopic procedures, and other manual procedures, when used in lieu of cutting for purposes of removal, destruction or repair of body tissue.

**Temporary Layoff or Leave of Absence or Family and Medical Leave of Absence.** Means the insured employee is absent from active employment for a period of time that has been agreed to in advance in writing by the current employer.

Normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**Waiting Period.** Means the continuous period of time that the employee must be in active employment in an eligible class before he or she is eligible for coverage under this policy.

**We, Us and Our.** Means American Heritage Life Insurance Company.



**AMERICAN HERITAGE LIFE INSURANCE COMPANY**

**HOME OFFICE:**

**1776 AMERICAN HERITAGE LIFE DRIVE**

**JACKSONVILLE, FLORIDA 32224-6687**

**(904) 992-1776**

**A Stock Company**

**THIS IS A GROUP HOSPITAL INDEMNITY ONLY POLICY WHICH PROVIDES  
LIMITED BENEFITS AS STATED OR OTHER BENEFITS SPECIFICALLY  
DESCRIBED WITHIN THIS POLICY**



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### Endorsement

**This Endorsement is made part of the Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Policy, not inconsistent with this Endorsement.**

All references to the eligibility and termination of dependents are revised to the following:

Eligible dependents are the insured employee's:

1. legal spouse; and
2. children.

A child is a person under age 26 who is:

1. the insured employee's natural or adopted son or daughter, stepson or stepdaughter; or
2. a foster child who is placed with the insured employee by an authorized placement agency or by judgment, decree or other order of any court of competent jurisdiction.

If the insured employee's spouse is a covered person, his or her spouse's coverage ends upon valid decree of divorce or the insured employee's death.

Coverage for a child will end on the issue day of the month that follows when the child: (a) reaches age 26; or (b) otherwise does not meet the requirements of an eligible dependent.

Coverage does not end for an incapacitated dependent child who:

1. is incapable of self-sustaining employment by reason of mental or physical incapacity; and
2. became so incapacitated prior to the attainment of the limiting age of eligibility under the policy; and
3. is chiefly dependent upon the insured employee for support and maintenance.

Coverage for an incapacitated dependent child continues as long as the policy remains in force and the child remains in such condition. Proof of the incapacity and dependency of the child must be furnished, in writing, to us when the child reaches the limiting age of eligibility. Thereafter, such proof must be furnished as often as may be required, but no more often than annually after the 2 year period following the child's attainment of the limiting age for eligibility.

Issue day means the same day of the month as the policy date.

All other requirements of the policy not specifically stated within this endorsement still apply.

Secretary



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### Endorsement

**This Endorsement is made a part of the Group Policy to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Group Policy not inconsistent with this Endorsement.**

The CERTIFICATES OF INSURANCE provision in the GENERAL PROVISIONS section is deleted in its entirety and replaced with the following:

#### **CERTIFICATES OF INSURANCE**

We will furnish to the policyholder a certificate of insurance for delivery to each insured employee. The certificate will provide a description of the insurance provided by this policy and will state:

1. the essential features of the insurance coverage; and
2. to whom benefits are payable.

If there is any discrepancy between the provisions of any certificate and the provisions of this policy, the provisions of this policy govern.

All other requirements of the policy not specifically stated within this endorsement still apply.

Secretary



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### Endorsement

This Endorsement is made part of the Policy/Certificate to which it is attached. It is subject to all of the provisions, limitations and exclusions of the Policy/Certificate, not inconsistent with this Endorsement.

1. The following change is made to the **LIMITATIONS AND EXCLUSIONS** section of the Policy/Certificate:

Exclusion **12** is hereby deleted in its entirety.

2. The **PRE-EXISTING CONDITION LIMITATION PROVISION** is hereby waived for any medical benefits provided under the Policy/Certificate. This waiver does not apply to a Disability Rider if such Rider is included with your coverage. **The PRE-EXISTING CONDITION LIMITATION** is applicable to disability benefits.

All other requirements of the policy not specifically stated within this Endorsement still apply.

A handwritten signature in black ink that reads "Gary Stewart". The signature is written in a cursive, flowing style.

Secretary